

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

THIS AGREEMENT is made this the 22 day of September, 2005, between Lifestyle Communities, LLC, ("Owner"), David Kilgore and Cara E. O'Bryant, ("Adjoining Owner"), and Venture Signature Homes, LLC ("Purchaser").

IN CONSIDERATION of the premises and of Ten Dollars (\$10.00) cash in hand paid by the owner to adjoining owner, the parties do hereby acknowledge and agree as follows:

1. Owner is the fee simple owner of a certain tract of land described as Lot 70, Nottingham Subdivision, Section 8, Township 3 South, Range 7 West, as per plat thereof recorded in Book 92, Page 30, in the office of the Chancery Court Clerk of DeSoto County, Mississippi.

2. Adjoining Owner is the fee simple owner of a tract of land which adjoins the Northern line of said land of Owner, the Northern line being the boundary line between the land of Owner and the land of Adjoining Owner. Adjoining Owner's property is more particularly described as follows: Lot 21, Oakdale Estates, Section 8, Township 3 South, Range 7 West, as per plat thereof recorded in Book 13, Page 31-36 in the office of the Chancery Court Clerk of DeSoto County, Mississippi.

3. Purchaser intends to purchase Lot 70, Nottingham Subdivision, as described in Paragraph 1 and acknowledges and consents to the terms of this agreement.

4. Adjoining Owner acknowledges that he has inspected and reviewed a certain survey dated July 20, 2005 by J. F. Lauderdale, Registered Land Surveyor, and that said survey discloses the that driveway and fence located primarily on the land of Adjoining Owner and owned by Adjoining Owner encroaches onto the land of Owner, said encroachment being a narrow strip of property containing approximately 412 square feet. A true and correct copy of said survey and legal description is attached as Exhibit "A" and incorporated herein.

5. Owner acknowledges and agrees that such encroachment is minimal and has no effect on his use of his land or the value thereof, and Owner does hereby grant and convey unto Adjoining Owner an easement over and across that portion of the land of Owner on which the driveway and fence of owner encroaches, said easement being solely for driveway purposes and no other purpose. Adjoining Owner shall further have the right to enter upon the encroachment area for the purpose of maintaining the driveway. In the event that the portion of the driveway which encroaches upon the land of Adjoining Owner should become in need of substantial repair (for reasons other than minor and insignificant cracking) and is no longer used for driveway or parking purposes, this easement shall terminate and Adjoining Owner shall remove the encroachment upon demand made by Owner. This easement shall run with the land.

6. Adjoining Owner does hereby disclaim any right, title, or interest in any portion of the land of Owner, by reason of said encroachment or otherwise, except for the easement rights granted herein.

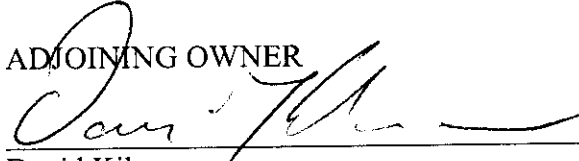
IN WITNESS WHEREOF, the parties do hereunto set their hands the day and year first written above.

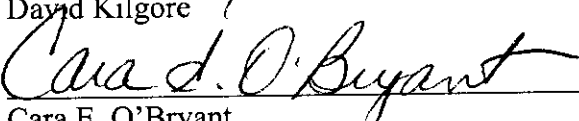
LIFESTYLE COMMUNITIES, LLC, OWNER

By: 

Brian D. Hill, Member

ADJOINING OWNER

  
David Kilgore

  
Cara E. O'Bryant

VENTURE SIGNATURE HOMES, LLC, PURCHASER

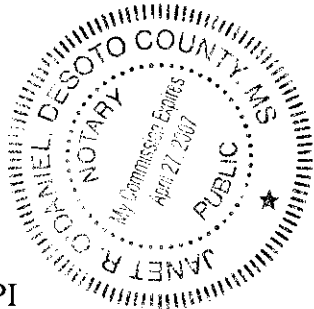
By: 

Charles Stott, Member

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 22<sup>nd</sup> day of September, 2005, within my jurisdiction, the within named Brian D. Hill, who acknowledged that he is a Member of Lifestyle Communities, LLC, a Mississippi Limited Liability Company, and that for and on behalf of the said Lifestyle Communities, LLC, and as its act and deed, Brian D. Hill executed the above and foregoing instrument, after first having been duly authorized by said Lifestyle Communities, LLC so to do.

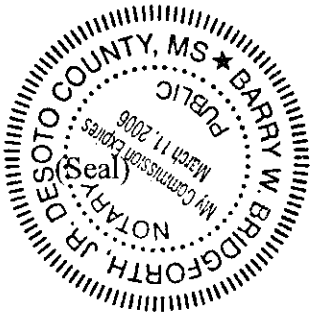
(Seal)



Janet R. O'Hair  
Notary Public

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 22 day of September, 2005, within my jurisdiction, the within named Charles Stott, who acknowledged that he is a Member of Venture Signature Homes, LLC, a Mississippi Limited Liability Company, and that for and on behalf of the said Venture Signature Homes, LLC, and as its act and deed, Charles Stott executed the above and foregoing instrument, after first having been duly authorized by said Venture Signature Homes, LLC so to do.

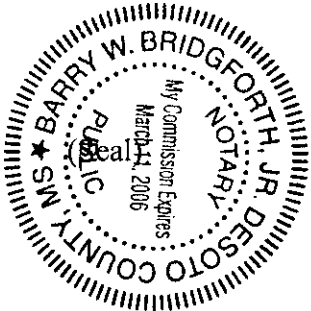


Barry W. Bridgforth, Jr.  
Notary Public

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for the state and county aforementioned, the within named DAVID KILGORE, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned as his free and voluntary act and deed for the purposes expressed therein.

Given under my hand and official seal this, the 22 day of September, 2005.

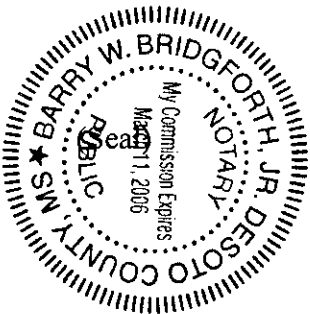


Barry W. Bridgforth, Jr.  
Notary Public

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

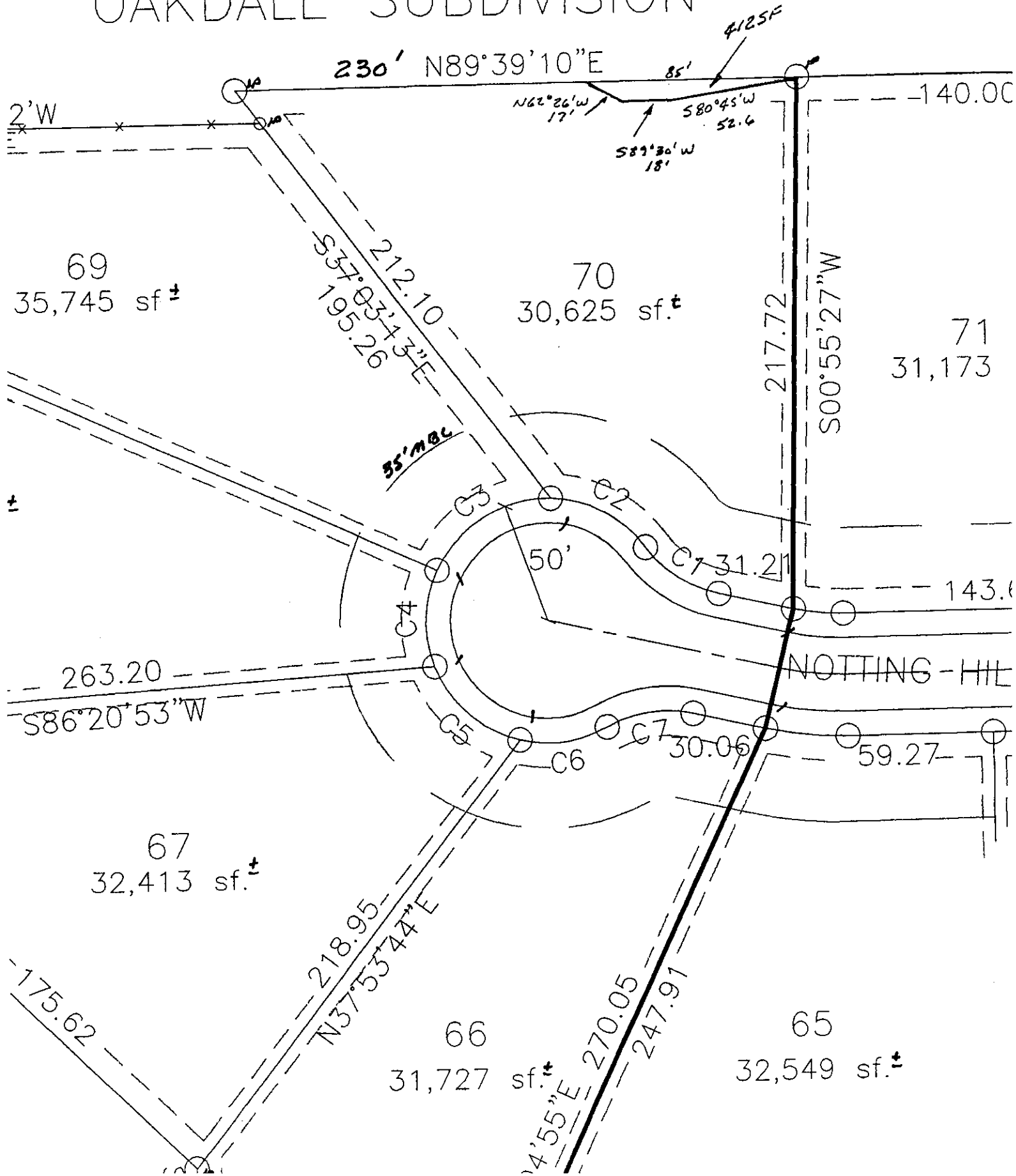
PERSONALLY appeared before me, the undersigned authority in and for the state and county aforementioned, the within named CARA E. O'BRYANT, who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein mentioned as her free and voluntary act and deed for the purposes expressed therein.

Given under my hand and official seal this, the 22 day of September, 2005.



Barry W. Bridgforth, Jr.  
Notary Public

# OAKDALE SUBDIVISION



July 20, 2005

DESCRIPTION OF A 412 SQUARE FOOT PARCEL AS PART OF LOT 70 OF NOTTINGHILL SUBDIVISION SECTION A LOCATED IN PART OF THE NORTHEAST QUARTER OF SECTION 8; TOWNSHIP 3 SOUTH; RANGE 7 WEST; DESOTO COUNTY, MISSISSIPPI.

Beginning at the northeast corner of lot 70 as shown on the recorded plat of Notting Hill Subdivision Section "A", said point being 1859.95 feet west of and 3994.0 feet north of the southeast corner of Section 8; Township 3 South; Range 7 West; thence south 80 degrees 45' west 52.6 feet to a point; thence south 89 degrees 30' west 18 feet to a point; thence north 62 degrees 26' west 17 feet to a point in the north line of said lot; thence north 89 degrees 39' east 85 feet to the point of beginning and containing 412 square feet more or less.

J. F. Lauderdale L.S.